

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

STACIA LANGLEY, et al.,

Plaintiffs,

v.

GUIDING HANDS SCHOOL, Inc., et
al.,

Defendants.

No. 2:20-cv-00635-DJC-CSK

ORDER

Currently pending before the Court is a Motion for Good Faith Settlement Determination pursuant to California Code of Civil Procedure Section 877.6. (Mot. (ECF No. 321-1).) This Motion is filed by Elk Grove School District Defendants (Elk Grove Unified School District, Elk Grove SELPA, Doug Phillips, and Marilyn Delgado), Folsom County School District Defendants (Folsom Cordova Unified School District, Folsom Cordova SELPA, Betty Jo Wessinger, Kim Triguero, and Meghan Magee), and Pollock Pines Elementary School District Defendants (Pollock Pines Elementary School District, Pat Atkins, and Licia McDonald) based on settlements that were reached with Plaintiffs M.S., Melanie Stark, D.Z., Laura Kinser, S.D., and Christopher Davis. No party has opposed this Motion. (See ECF Nos. 327, 328 (statements of non-opposition).)

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1 The Court takes this matter under submission without oral argument.¹ See Local Rule
2 230(g); see *also* Cal. Civ. Pro. Code § 866.6(b).

3 The Court is obligated to apply state substantive law to state law claims for
4 which it has diversity or supplemental jurisdiction. *Mason & Dixon Intermodal, Inc. v.*
5 *Lapmaster Int'l LLC*, 632 F.3d 1056, 1060 (9th Cir. 2011). This includes application of
6 Code of Civil Procedure Section 877.6. *Id.* Section 877.6 provides that where an
7 action involves two or more joint tortfeasors, a party may move for the court to
8 determine that a settlement was made in good faith. See Cal. Civ. Proc. Code § 877.6.
9 Should the court find that the settlement was made in good faith, a joint tortfeasor is
10 barred "from any further claims against the settling tortfeasor or co-obligor for
11 equitable comparative contribution, or partial or comparative indemnity, based on
12 comparative negligence or comparative fault." *Id.* § 866.6(c). To determine if a
13 settlement is made in good faith, the Court utilizes the *Tech-Bilt* factors which require
14 the Court to consider: (1) a rough approximation of the plaintiff's total recovery and
15 the settlors' proportional liability; (2) the amount paid in settlement; (3) the allocation
16 of settlement proceeds among plaintiffs; (4) the recognition that a settlor should pay
17 less in settlement than he would if he were found liable after trial; (5) the financial
18 conditions and insurance policy limits of the settling tortfeasor; and (6) the existence
19 of collusion, fraud, or tortious conduct intended to injure the interests of the non-
20 settling parties. See *Tech-Bilt, Inc. v. Woodward-Clyde & Assocs.*, 38 Cal. 3d 488
21 (1985).

22 Where the good faith nature of a settlement is not in dispute, the Court need
23 not consider the *Tech-Bilt* factors. *City of Grand Terrace v. Super. Ct. of San*
24 *Bernardino Cnty.*, 192 Cal. App. 3d 1251, 1261 (1987); see *Geo Guidance Drilling*
25 *Services, Inc. v. Renaissance Res., LLC*, No. 1:20-cv-00465-CDB, 2023 WL 5020479, at

26
27 ¹ No party has objected to the Court lifting the stay of this action for the limited purpose of considering
28 this Motion. As such, the Court will do so. Nothing about this order should be construed as lifting the
stay for any other purpose beyond the limited purposes for which the Court previously ordered the stay
lifted. (See ECF No. 319.)

1 *2 (E.D. Cal. July 7, 2023); see *also* Cal. Civ. Pro. Code § 866.6(d). No party has
2 opposed or disputed the good faith nature of this settlement. Thus, the Court need
3 not apply the *Tech-Bilt* factors in approving Defendants' Motion. However, out of an
4 abundance of caution, the Court has read the motion and declarations provided to
5 the Court and considered them under the *Tech-Bilt* factors. Having done so, the Court
6 finds that the settlement to be made in good faith.

7 The settlement is composed of three related settlements between school
8 district Defendants and the relevant Plaintiffs. Plaintiffs M.S. and Melanie Stark have
9 settled their claims with Elk Grove School District Defendants for \$75,000, Plaintiffs
10 D.Z. and Laura Kinser's settlement is with Folsom County School District Defendants
11 for \$55,000, and Plaintiffs S.D. and Christopher Davis settled their claims against
12 Pollock Pines Elementary School District Defendants for \$35,000. (Mot. at 11.) Each
13 of these settlement amounts includes attorney's fees and costs. Given the relatively
14 limited involvement of the school district Defendants in Plaintiffs' claims, these
15 amounts appear reasonably proportional to the potential liability associated with
16 these Defendants. See *City of Grand Terrace v. Superior Ct. of San Bernardino Cnty.*,
17 192 Cal. App. 3d 1251, 1260 (1987) (a settlement to be made in good faith must only
18 be within a reasonable range of relative liabilities); see *also Tech-Bilt*, 38 Cal. 3d at 501
19 n.9. The Court notes that this settlement was reached before pleadings have been
20 finalized and that settling Defendants have motions to dismiss pending that remain
21 unresolved due to the stay of this action that has been in place. (See ECF Nos. 141,
22 142, 144.) The Court also acknowledges the settling parties should pay less in
23 settlement than they would if they were found liable at trial. There is no indication that
24 the settlement were the product of collusion, fraud, or other improper conduct; they
25 were the result of a multi-day global mediation with a neutral mediator.² (Mot. at 1.)
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27 ² The Court also notes that it previously considered and approved the minor's compromise of Plaintiffs
28 M.S. and S.D. related to these settlements, though the Court is limited in what it can consider in ruling
on a motion for approval of minor's compromise. (See ECF Nos. 313, 314.)

The settlement satisfies the *Tech-Bilt* factors and thus the Court determines that it is made in good faith within the meaning of Section 877.6.

Accordingly, IT IS HEREBY ORDERED that:

1. Defendants' Motion for Good Faith Determination (ECF No. 321) is GRANTED;
2. Under California Code of Civil Procedure § 877.6, the settlement agreement of the parties constitutes a good faith settlement; and
3. The hearing current scheduled for February 6, 2025, at 1:30 a.m. in Courtroom 7 before Judge Daniel J. Calabretta is VACATED.³

IT IS SO ORDERED.

Dated: January 24, 2025


Hon. Daniel J. Calabretta
UNITED STATES DISTRICT JUDGE

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³ All other scheduled hearing dates remain and are not altered by this order.